

MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE NORTHAMPTON PUBLIC SCHOOLS AND THE
NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES

1. Unless explicitly outlined below, all provisions of the Collective Bargaining Agreement (CBA) between the Northampton School Committee (District) and the Northampton Association of School Employees (NASE) shall remain in full force and effect. **TAed 8-31-2020**

2.

3. Both parties agree to implement the remote model approved by the School Committee until at least November 4th. During this remote phase, all Unit A and Unit C work shall be done remotely unless subject to Para. 12, provided that these employees shall have the option of doing this remote work from their regular work location so long as safety regulations are followed as provided in this MOA and School District policies. **TAed 8-31-20**
4. **Calendar** (As described in the appendix I)

- b. **September 10 - September 15:** Educators (including but not limited to teachers, counselors, ESPs, special providers, etc.) will contact all families and students to assess needs, offer guidance, set expectations, and plan schedules and curriculum. Educators shall schedule this work to be held remotely. IEP meetings can be held during this time and will be

held remotely, except that a portion of September 10th will be reserved for mandatory health and safety training for all staff returning to in-person work at the beginning of the school year. Staff who return in-person at a later date will attend a training for health and safety protocols on or before reporting to work in person. **TAed 8-31-20**

- c. **September 16 - to November 4 or later** The remote learning plan is implemented. September 16 is a Wednesday and will follow the Wednesday O day schedule. The half-day teacher work days scheduled for September 28th and December 8th will be moved to September 17th, and 18th.
 - i. September 16, 17, and 18: Full days of planning and time to meet with caregivers will be provided for kindergarten teachers. Full days of planning will be provided for special education and preschool educators if they have not yet completed the consultation process with caregivers regarding their students' special education services. Special education service delivery on September 16, 17, and 18 will focus on inclusion in the general education remote classroom. General educators in grades 1-12 will have half days of planning and time to meet with caregivers. **TAed 8-31-20**

- 5. **Wednesdays** shall be reserved for teacher preparation and directed collaboration time. Teachers and administrators will work together to arrange a schedule for a morning check in session with students, and afternoon office hours, not to exceed a total of 2 hours. Educators will provide students with a schedule for directed study, independent study, technology-assisted learning, or presentations by persons other than teachers for the days. Special education services on Wednesdays will occur in the morning. Special educators who need to provide more than 2 hours of direct service on Wednesdays will receive additional consultation/collaboration time on other days. This additional time will be scheduled by the special educators' supervisors. **TAed 8-31-20**

- a. One half day on one Wednesday a month will be reserved for ABAR (anti bias, anti-racist) and Restorative Practices PD. **TAed 8-31-20**

- 6. **Hybrid model** : If the District moves to the hybrid model, Wednesdays will continue to be an O day, as described in section 5.
 - a. The district agrees to find appropriate time prior to changing to any other model to allow educators to meet with students and parents to discuss possible re-entry to the building plan. **TAed 8-31-20**
 - b. The District's previously agreed upon calendar shall remain in effect, except for the change in opening, Wednesday work days, the shift of ½ teacher work day (September 28 and December 8) to September 17 and

18 as specified above, and elementary parent teacher conferences will take place January 25-29. All units will work their assigned hours during teacher work days and PD days. **TAed 8-31-20**

7. The District agrees to utilize NASE educators to provide all remote learning services, unless as determined by a student's IEP team. **TAed 8-31-20**
8. During remote learning, the District shall maximize ventilation and monitor air quality. Classrooms with the highest air changes per hour (ACH) will be prioritized for in-person services, and $ACH > 9$ is ideal. Additionally, rooms with larger volumes are safer than smaller volumes for a given ACH, because there is more air exchange. Thus larger rooms will be prioritized and have different occupancy requirements. **TAed 8-31-20**
 - a. **Rooms with $ACH > 9$:** Prioritized for in-person services. The occupancy will be limited to 50 square ft per person (i.e., occupancy = room square footage divided by 50) or 12 people, whichever is smaller. **TAed 8-31-20**
 - b. **Rooms with $6 < ACH < 9$:** Free standing HEPA filter units will be placed in the room and the occupancy will be limited to 75 square ft per person (i.e., occupancy = room square footage divided by 75) or 12 people, whichever is smaller. **TAed 8-31-20**
 - c. **Rooms with $6 > ACH > 4$:** Free standing HEPA filter units will be placed in the room. All rooms greater than 300 square feet will be limited to a maximum of 3 people. Rooms less than 300 square feet will not be used. **TAed 8-31-20**
 - d. **Rooms with $ACH < 4$:** Will not be used for in-person learning. **TAed 8-31-20**
 - e. CO2 will be monitored as soon as possible with sensors that the District is actively working to acquire. Once measurements are possible levels will be monitored in all classrooms, and if CO2 levels exceed 600ppm, changes in classroom or additional fans or changes in ventilation will be used. **TAed 8-31-20**
 - f. Masks will be required to be worn inside for all educators and all students, consistent with school policy and the law. **TAed 8-31-20**
9. **Teacher/ESP/Administrator requirements during remote and hybrid learning**
 - a. Monday, Tuesday, Thursday, and Friday Unit A shall post assignments for the students on the designated platform. As outlined in more detail in Par. 5, Wednesdays shall be reserved for staff preparation and directed collaboration and educators will be responsible for ensuring that students are engaged in non-classroom structured learning time that meets the

student learning time requirements of 603 CMR 27.00, et seq.. **TAed 8-31-2020**

- b. Staff shall be available during the normal school hours of the grade level at which they are teaching. **TAed 8-31-2020**
- c. Staff will implement the schedule in the District's remote learning plan in consultation with their building administrators. A combination of synchronous and asynchronous learning is expected during the school day, with a minimum of 3.5 hours of a teacher's instructional time spent in synchronous teaching (on Monday, Tuesday, Thursday, and Friday). No one, other than teachers, can record or photograph synchronous remote lessons, and only students (or others directly invited) may participate in remote lessons. Teachers who wish to record a teaching session must gain active consent from the caregivers of all participants. **TAed 8-31-2020**


Synchronous remote learning is a form of active learning that occurs when learners and instructors are interacting with one another in real-time, typically through delivery platforms, remote labs, and distance learning technologies such as video conferencing and/or chat, or collaboration and social learning technologies such as social media or remote social learning platforms. While it often occurs online, it could also occur by telephone conference of participants. The goal is for educators and students to communicate in an interactive and collaborative way. Synchronous instruction includes, but is not limited to:

- Whole-group SEL- or community-oriented blocks, such as a morning meeting, homeroom, or flex block
- Whole-class instruction
- Small-group instruction or intervention
- Open drop-in academic support
- 1:1 assistance
- Scaffolded independent or collaborative work
- Collaborating with families/caregivers to assist students. **TAed 8-31-2020**

Asynchronous learning is a form of electronic learning in which participants do not necessarily interact, collaborate, and communicate in real time (e.g., record a video of the lesson as opposed to asking students to tune in at a specific hour to watch it "live"). **TAed 8-31-2020**

10. Special Education, including preschool: After consultation with caregivers, if a change of services included in a student's IEP is to be considered, the IEP team will provide written notification to the caregivers, according to DESE guidelines.

If the Team determines that remote services can be provided:

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- i. The parties agree that vacancies will be prioritized to be filled by employees in the building (staff members already assigned to that grade level or student will be given first right of refusal) requesting in-person appointments.
 - ii. Any unfilled vacancies will be filled by involuntary transfer, an employee's area of licensure and length of service in the Northampton Public Schools will be used when determining which employee is to be transferred.
 - iii. An employee subject to involuntary transfer may self-certify to the Superintendent that they cannot return to in person work due to a COVID related reason, they will be excused from the transfer and will continue to work remotely if a remote position for which they are qualified is available.
 - iv. If an employee notifies the district of their unavailability for in-person work and a comparable remote position is not available to transfer the employee into, the Human Resources Department will determine if they are eligible for a protected leave benefit available under their applicable CBA, State or Federal law. While the district determines whether a transfer into another position is available or a protected leave is applicable, the employee may use personal or vacation days. If they do not qualify for a protected leave, they will be placed on unpaid leave of absence until the end of the remote learning period. Possible replacement language: If an employee notifies the district of their unavailability for in-person work and a comparable and if a remote position is not available to transfer the employee into, the Human Resources Department will determine if they are eligible for a protected leave benefit available under their applicable CBA, State or Federal law. While the district determines whether a transfer into another position is available or a protected leave is applicable, the employee may use sick, personal or vacation days. If they do not qualify for a protected leave, they will be placed on paid administrative leave.

ELIGIBILITY UNDER FFCRA (Family First Coronavirus Response Act)

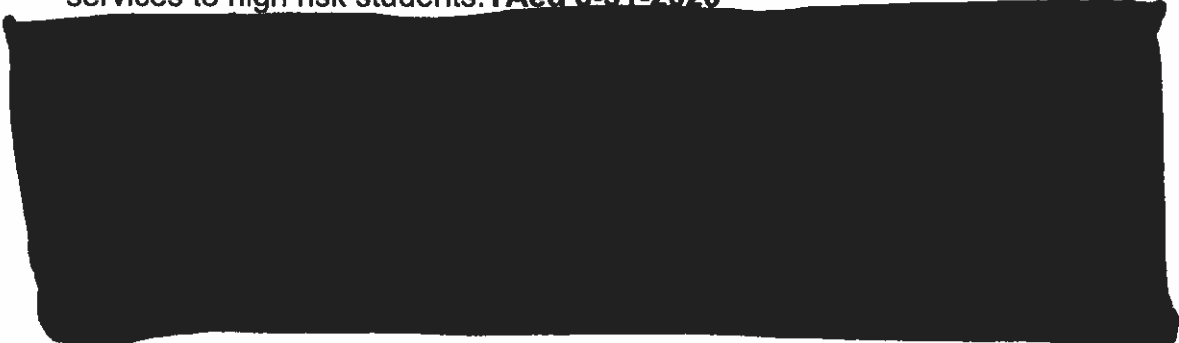
An employee must be employed for at least 30 calendar days and on payroll for the 30 calendar days immediately prior to the day the leave would begin. A part-time employee is eligible for

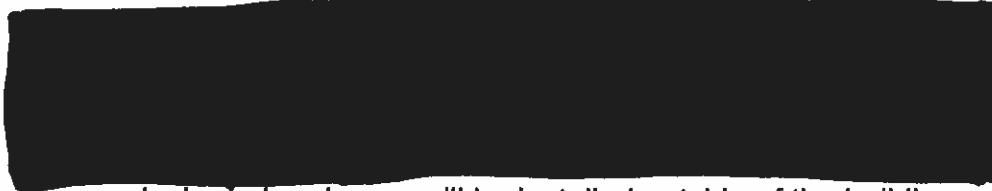
Special education faculty and staff, including ESPs may provide inclusion services in general education sessions as part of the full session and through utilizing break out rooms.

Special Education faculty and staff will be allowed to hold small group synchronous sessions, when such activities are able to meet the requirements of students' IEPs.. **TAed 8-31-2020**

11. ESPs shall be assigned by the principals to reinforce instruction, provide small group enrichment, or otherwise assist in ensuring the success of online learning. Should it be necessary, ESPs may be transferred between buildings. When the transition to hybrid or full in person occurs, all employees shall return to their positions as assigned at the beginning of the 2020-2021 school year. Transfers and reassignments shall then commence from that starting point and shall be performed in accordance with the terms of the CBAs. **TAED 8-31-2020**

12. In-Person Work During Fully Remote Model

- a. Members of Unit A, Unit B, or Unit C may be required to provide in-person services to high-risk students on an as-needed basis. Athletic coaches will not be considered employees required to provide in-person services to high-risk students as described in this section. Members of these units who are assigned to have close contact with students during a time when the District is operating under a remote model will be paid a 2020-2021 stipend of \$500 per quarter for all employees, prorated for days worked. Proration shall be two-tiered: tier 1 (those required to work partial days and/or less than half of the full days in a week will receive half the applicable quarterly stipend amount); tier 2 (those required to work full days more than half of the week will receive the full applicable quarterly stipend amount). Staff members will self-certify on a form developed by the District at the end of each quarter which tier of stipend rate they are entitled to, based on how often they provided in-person services to students. **TAed 8-31-2020**
 - b. It is the intent of the parties that clerical, custodial, and cafeteria unit employees working in person will not be required to provide in-person services to high risk students. **TAed 8-31-2020**
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- a. The District shall provide each employee with Personal Protective Equipment (PPE), which will be delivered to the employees' worksite and available prior to the employees' report time. Including but not limited to face shields for appropriate personnel, surgical loop face masks (a minimum of 1 per day for all employees), gloves, and gowns for appropriate personnel. When appropriate, special consideration must be given to special needs populations including, for example, clear masks for the deaf and hard of hearing and gloves and gowns for teachers who engage in diapering and toileting. This does not prevent an employee from using their own PPE so long as it conforms to District guidelines, if they so prefer. **TAed 8-31-2020**
- b. All staff will attend a health and safety training for the use of PPE and other safety protocols before working with students in-person. **TAed 8-31-2020**
- c. The District will notify The Association of any positive tests of staff working in-person or students attending in-person in any building, subject to any legal limitations (e.g. student records laws). **TAed 8-31-2020**
- d. All staff required to work in person will be given a work space that allows for 6 ft of social distance from other employees, except for short periods of time less than 15 minutes. **TAed 8-31-2020**
- e. The District shall provide and replenish adequate supplies of hand sanitizer or soap, disinfectant cleaner, and paper towels for every employee in their workspace. Employees will notify the building custodian to replenish supplies. **TAed 8-31-2020**
- f. Plexiglass barriers will be installed on the front office counters by September 1, 2020. **TAed 8-31-2020**
- g. All buildings will be **closed to the public** and **no visitors** will be permitted to enter the buildings. Signs indicating this will be clearly posted.
 - i. 
 - ii. Secure, locked, drop boxes will be installed outside of the buildings to allow for no-contact drop off for documents. A no-contact delivery site will be identified at each building for larger deliveries. **TAed 8-31-2020**
 - iii. Staff will use phone and email to communicate with staff in the main office and only enter when absolutely necessary. **TAed 8-31-2020**

leave for the number of hours that the employee is normally scheduled to work based on their average worked hours. These provisions will apply through December 31, 2020 or for the duration of the law if it is extended. **TAed 8-31-2020**

- v. The District shall provide the Association with a notice when employees are transferred. **TAed 8-31-2020**
- vi. The District shall limit the number of people, the number of hours, and the instances of recall. **TAed 8-31-2020**
- vii. All transfers will be temporary and staff members will be returned to their pre-COVID19 position when we return to in person teaching. **TAed 8-31-2020**
- d. If any city or town contiguous to Northampton, including Holyoke, Amherst, and South Hadley declares a new state of emergency after September 16, 2020 for the number of positive COVID-19 cases, then all in person services will cease. **TAed 8-31-2020**
- e. Where remote or in-person educational testing of students is available, the evaluator may shift testing time to outside of the school day by mutual agreement with the caregivers. Testers may share testing responsibilities. Plexiglass dividers will be provided for special educators and school psychologists to use when conducting the testing. **TAed 8-31-2020**
- f. Employees who are required to work in the building will be provided Personal Protection Equipment (PPEs), hand sanitizer, and other cleaning supplies. Except where not feasible (e.g., in the case where such distancing may raise a safety issue for the student(s) or where contrary to the delivery of services necessary in an IEP, employees shall strive to maintain a minimum of six (6) feet distance at all times between individuals and be required to wear PPE. The District will post COVID-19 health and safety protocol signs at the entrances of every building. **TAed 8-31-2020**
- g. The district will provide training for custodians in all new protocols to deal with COVID related cleaning and maintenance issues prior to implementation. District will provide PPE necessary to operate new machines, and safely handle chemicals. To the extent possible custodians will remain in their current location and work hours. **TAed 8-31-2020**

13. Health and Safety

- iv. A table will be placed outside of each main office for staff documents as needed. Main office doors will remain locked. **TAed 8-31-2020**

14. **Illness**: Aside from those outlined here, all rules regarding leaves in the CBA shall apply. **TAed 8-31-2020**

- a. Any employee who is required to work in person and who is diagnosed with COVID-19 or who is required to quarantine due to contact with a COVID-19 positive individual at work or because government Order will be given the option of transferring to a remote work position for which they are qualified during their quarantine and treatment period. If there are no remote positions for which the employee is qualified or if the employee is unable to work remotely during their quarantine period and treatment period; The employee, at their sole discretion may; **TAed 8-31-2020**
- i. Utilize any contractual paid leave (Sick, personal, vacation, family, sick bank, etc.) **TAed 8-31-2020**
- ii. Apply for workers' compensation. If workers' compensation covers the claim, the District shall provide paid administrative leave to cover the difference between the workers' compensation benefit and the employee's regular pay. If workers' compensation denies the claim, the employee, at their sole discretion, may elect either of the other two options available in this section. **TAed 8-31-2020**
- iii. Take an unpaid leave. **TAed 8-31-2020**

ELIGIBILITY UNDER FFCRA (Family First Coronavirus Response Act)

An employee must be employed for at least 30 calendar days and on payroll for the 30 calendar days immediately prior to the day the leave would begin. A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work based on their average worked hours. These provisions will apply through December 31, 2020 or for the duration of the law if it is extended. **TAed 8-31-2020**

- b. In the event that the District imposes any COVID-19 testing/screen procedure not required by a state or federal law, rule, or regulation as a condition of employment, the District agrees to pay for the cost of the COVID-19 testing/screening if it is not covered by the employee's insurance. The District shall not be responsible for the

cost associated with an employee's self-initiated test. **TAed 8-31-2020**

- c. An employee's costs for medical treatment arising from workplace exposure to COVID-19 shall be addressed through the School District's Workers Compensation benefit and claims reporting procedures. **TAed 8-31-2020**
- d. If an individual employee feels the COVID-19 precautions are insufficient to protect their health, we encourage them to also take advantage of other benefits available to them. For example, staff may request a leave. In this case, we will work with the employee to determine whether they are eligible for a contractual, state or federal leave benefit or protections such as sick leave, vacation, or leave under the Family and Medical Leave Act or the Families First Coronavirus Relief Act. **TAed 8-31-2020**
- e. In some circumstances, employees may also be eligible for reasonable accommodations. Reasonable accommodations for health reasons may be available to an individual with a qualified disability under the ADA or State law, or who may need them due to pregnancy or a pregnancy related condition. When an employee makes a request for an accommodation, we will generally need to review medical documentation in order to determine eligibility and will consider accommodations that may effectively meet the employee's needs so they can perform the essential functions of their job. For example, we would consider whether the employee can perform the essential duties of their job on-site with additional modifications beyond the regular COVID-19 protocols, whether the employee can perform their job remotely from home, or whether a leave of absence for a specific period of time can be accommodated. Reasonable accommodations vary based on the individual staff's needs and the job duties of the position. **TAed 8-31-2020**
- f. The decision to use or not use leave shall not waive an individual's rights under any Federal law, State law, or the terms of the collective bargaining agreement. **TAed 8-31-2020**
- g. Any employee utilizing leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA) or any other leave that covers only partial payment of salary may, at the employee's sole discretion, use paid leave (personal, sick, vacation, etc.) in a

fractional rate to cover the difference in salary between the leave's provisions and the employee's actual salary. **TAed 8-31-2020**

15. Modifications/Waivers on State Regulations

Evaluation: All evaluations timelines in the CBA will be adjusted 15 days later to reflect the 170 day schedule for the 2020-2021 school year, except those dates that are statutorily/regulation imposed, ii) Teacher observations may include announced remote and/or announced in-person observations to reflect District's opening in a remote mode., iii) In evaluating staff supervisors will take into consideration the unique learning methods and platforms resulting from adopting remote and hybrid learning models and schedule observations. iv) If an employee on an improvement plan is not able to demonstrate performance improvements in previously noted areas of deficiency because of the district's mode (i.e. a teacher who cannot demonstrate recommended behavior management techniques because the district is in a remote learning mode), the designated improvement plan timeline will be suspended until such time as the district returns to a mode that does allow the employee to demonstrate the skills identified in the plan. **TAed 8-31-2020**

- a. **Professional/Licensure responsibilities:** The District shall take all steps within its power, including requesting waivers, to extend timelines for advancing or renewing current licenses based on barriers to educators' ability to earn PDPs, take or pass MTELs, and meet other coursework or program requirements. The District and NASE have a shared commitment to work cooperatively to assist members in maintaining licensure when there is a risk of lapse through no fault of the staff member. **TAed 8-31-2020**

- 16. Technology** Upon request, all Unit A, Unit B and Unit C staff required to provide remote instruction shall be provided by the District, at no cost to the employee, a device containing sufficient hardware and software to conduct their work requirements. Staff who do not have internet access in their home, or who have insufficient internet access, shall be provided with a mobile hotspot or an alternative method as determined by the IT Department. The District shall determine the appropriate platforms for on-line instruction. Teachers shall be provided training in these platforms during regular work hours. If a teacher wishes to augment the on-line instruction with another platform, they will notify their principal of their desire. The principal and/or superintendent retains the sole discretion to approve/deny the use of an alternative remote platform. All staff using personal or District provided technology for remote work will comply with

the District's acceptable use policy, the District's technology policies, and State and Federal student privacy laws and regulations. **TAed 8-31-2020**

17. Parent Engagement TAed 8-31-2020

- a. All team meetings will be conducted remotely whenever possible. **TAed 8-31-2020**
- b. Parent teacher conferences at the elementary schools shall be held on five half days, January 25-29 (previously October 19-23) and shall be conducted remotely over a device of an employee's choosing. **TAed 8-31-20**

18. Grading Each grade level shall follow the same grading protocols as in-person instruction and shall follow any applicable provisions of the Collective Bargaining Agreement (CBA). TAed 8-31-2020

19. Vacation Rollover Unit B, Clerical Unit E, and Custodial Unit F members may roll over an additional 10 vacation days from the end of the calendar year, school year, or fiscal year depending on the applicable terms of their CBA.. The additional 10 days may be rolled over to vacation days OR sick days per the request of the employee. This does not restrict these members from requesting to use vacation days in the 20-21 school year. To the extent that the clerical or custodial units have limitations on the carryover of their vacation time under their CBAs, the provisions of this paragraph will also apply. TAed 8-31-2020

20. During times of remote and hybrid teaching/learning, Unit B and Unit E members will have the flexibility to work remotely from home as their positions/responsibilities allow. TAed 8-31-2020

21. During times of remote and hybrid teaching/learning, all Unit B members will be eligible for the cell phone allowance outlined in Article 13.02 of the CBA. TAed 8-31-2020

22. Collaboration: Because of the unique challenges COVID-19 poses this school year, the first 30 minutes of the agenda for the second ALT team meeting each month will be reserved for a discussion of staff concerns with the implementation of remote, hybrid and/or in-person learning models. TAed 8-31-2020

23. Travel Restrictions

NASE and the District encourage all employees to work together to help minimize exposure to COVID-19 and restrict voluntary travel to places that will result in a mandatory quarantine upon their return. Any NASE employee subject to quarantine due to travel who cannot work remotely upon their return may use sick time or enter unpaid status for the duration of the quarantine. **TAed 8-31-2020**

Appendix I

For more detail on the professional development schedule:

<http://www.northamptonschools.org/project/tech-pd-week-2020/>

<u>8/31</u> <i>All Staff Begin Convocation PD</i>	<u>9/1</u> Teacher Work Day	<u>9/2</u> Tech PD with built in collaboration time	<u>9/3</u> Tech PD with built in collaboration time	<u>9/4</u> Tech PD with built in collaboration time
<u>9/7</u> <u>Labor Day</u>	<u>9/8</u> Tech PD with built in collaboration time	<u>9/9</u> Tech PD with built in collaboration time	<u>9/10</u> <i>Teacher-directed Planning</i> <i>Phase 2</i>	<u>9/11</u> Teacher-directed Planning <i>Phase 2</i>
<u>9/14</u> Teacher-Direct ed Planning/ Phase 2	<u>9/15</u> Teacher-direct ed Planning/ Phase 2	<u>9/16</u> 1st Day of School ½ DAY AM PM - <i>Teacher-directed Planning/ Phase 2 (Full day Planning/Phase 2 for Pre K, Kindergarten Special Education) See Paragraph 4.C.i.</i>	<u>9/17</u> ½ DAY AM PM - <i>Teacher-directed Planning/ Phase 2 (Full day Planning/Phase 2 for Pre K, Kindergarten Special Education) See Paragraph 4.C.i.</i>	<u>9/18</u> ½ DAY AM PM - <i>Teacher-directed Planning/ Phase 2 (Full day Planning/Phase 2 for Pre K, Kindergarten Special Education) See Paragraph 4.C.i.</i>
<u>9/21</u> <i>FULL DAYS BEGIN</i>				



This MOA is for the 2020-2021 school year only and is an agreement reached for the purposes of responding to the COVID-19 pandemic during the 2020-2021 school year only. It shall not establish any practice and precedent and will end on June 30, 2021, without any obligation to continue it or any of its agreements or to negotiate a new agreement after its expiration. **If any provision of this MOA is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this MOA. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this MOA, and this MOA shall be enforced as if it did not contain the invalid, illegal, or unenforceable provision.** TAed 8-31-2020